

Exhibit I

DWIGHT H. MERRIAM, FAICP, CRE

ROBINSON & COLE^{LLP}

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
dmerriam@rc.com
Direct (860) 275-8228

July 27, 2007

Hon. Nicholas Sanderson
Mayor
Village of Pomona
134 Camp Hill Road N
Pomona, NY 10970-2804

Re: **Congregation Rabbinical College of Tartikov, et al. v. Village of Pomona, et al.**

Dear Mayor Sanderson:

This correspondence is for the purpose of providing a description of the legal services which we will provide to the Village of Pomona as well as confirming our fee arrangement.

Services

We will defend the Village in the United States District Court action brought by the Congregation Rabbinical College of Tartikov, et al. against the Village of Pomona and others.

Robinson & Cole has not been asked to undertake representation of the Village with respect to any other litigation, including an appeal following trial, environmental, corporate, tax, real estate or other legal advice with respect to this matter. Any such other legal representation or advice will require a separate retainer agreement.

Fees and Billing

We will charge a fixed rate of \$375 per hour for lawyers (\$175 for paralegals) up until trial, and our regular hourly rates for trial preparation and trial should this matter not be concluded short of trial. While our rates are adjusted every January, we will agree to hold these rates on this matter through the end of 2008. Thereafter, the blended rate will be adjusted consistent with rate changes. Time is recorded to the tenth of an hour and billing will be monthly. If there are any aspects of your relationship with Robinson & Cole you wish to discuss, I am the person with whom you should speak. Working with me will be Joseph Clasen, H. B. (Ted) Carey and such other lawyers and paralegals as we may require.

The bill will also include expenses paid or incurred by us on your behalf. Although we do not charge our clients for overhead costs such as telephone charges, facsimile



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charges, word processing, routine copying and the like, our bill will include extraordinary costs such as special copying projects, travel/meals/lodging, and disbursements made on your behalf. Expense items of \$250 or more will be sent to you for direct payment. Our hourly rates and charges for certain expense items may be changed without prior notice. We will notify the Village in advance of any disbursements to be made on behalf of the Village except for court fees, process servers, and court stenographic fees.

Statement of Client's Rights

Enclosed for your information is a Statement of Client's Rights which has been promulgated by the New York Courts and which must be posted in all attorneys' offices in New York State. It has always been the policy of this firm to follow the principles set forth in this Statement, and we pride ourselves in our concern for our clients and that we have always placed the interests of our clients foremost and in accordance with these principles.

Robinson & Cole LLP makes every effort to bill fairly and clearly for fees and expenses and to represent client interests zealously and diligently. Occasionally, however, lawyers and clients disagree about the amount of a bill for legal services or for related costs and expenses. If a fee dispute arises in this matter, you may have the right to elect to resolve the dispute through arbitration pursuant to Part 137 of the Rules of the Chief Administrator. A copy of Part 137 is enclosed.

Disclosure of Lobbying Activities

While the services to be rendered by us to the Village of Pomona under this retainer agreement do not presently anticipate our offering any "lobbying" services that would require us to register and file as a "lobbyist" under the laws of the State of New York, the Village acknowledges that it has been informed by us that, if necessary and legally appropriate, a copy of this retainer agreement will be filed by us with the NYS Temporary Commission on Lobbying as evidence of the retainer agreement between us. We represent and warrant that we will fully disclose to state, municipal and federal agencies all lobbying activities performed hereunder in accordance with all applicable disclosure requirements and shall supply copies of all required filings and supporting documentation, if any, to the Village for review prior to our filing.



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Termination

You may terminate our representation at any time by notifying us. The termination of our services will not affect your responsibility for payment of outstanding statements, accrued fees, and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, upon your request, your papers and property will be returned promptly upon receipt of payment for outstanding fees and costs. We will retain our own files pertaining to the matter. These files include, for example, our administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, that are prepared by or for the internal use of our lawyers.

We may withdraw from representation if you fail to fulfill an obligation under this agreement, including your obligation to pay our fees and expenses; as permitted or required under any applicable standards of professional conduct or rules of court; or upon our reasonable notice to you. Our right to withdraw will depend upon the circumstances existing at the time we seek withdrawal, and we will not withdraw unless withdrawal can be accomplished without material adverse effects on your interests.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you will conclude upon our sending our final statement for services rendered in this matter. Following such conclusion, we will maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned promptly upon receipt of payment for outstanding fees and costs. We will retain copies for our files pertaining to the matter. All such documents retained by us will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials that we retain within a reasonable time after the termination of the engagement. We may also transfer the information on the documents to electronic media.



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Potential Conflicts/Unrelated Matters

Our firm represents many other clients. It is possible that during the time that we are representing you, some of our present or future clients may have disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

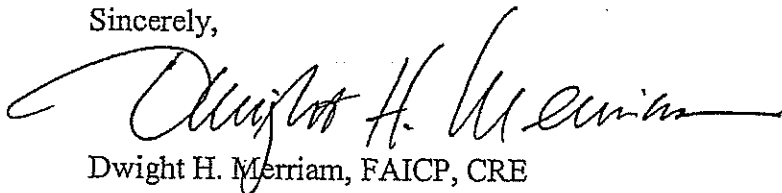
Post-Engagement Matters

You are engaging Robinson & Cole LLP to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we have no continuing obligation to advise you with respect to future legal developments.

If this proposal accurately describes a satisfactory arrangement, please sign and date on the line below and return the original to me. A copy of this agreement is enclosed for your file.

We look forward to working with you on this matter. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Dwight H. Merriam, FAICP, CRE

DHM/ddm

Enclosures

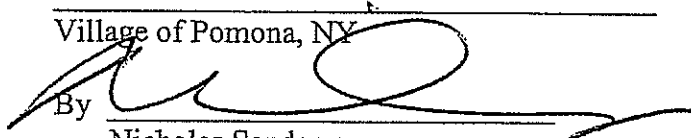


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I agree to the above-described arrangement:

Village of Pomona, NY

By  Date 8/7/07

Nicholas Sanderson
Mayor

